

1. Approve and instruct the Director of Health Services, or his designee, to accept and sign the attached Grant Agreement No. 1008871, Exhibit I, from the Public Health Institute (PHI), in the amount of \$40,000 for Fiscal Year (FY) 2004-05 to continue support of the County's Nutrition Program consistent with the goals of the California Project Leaders Encouraging Activity and Nutrition (LEAN).
2. Delegate authority to the Director of Health Services, or his designee, to sign any amendments to Grant Agreement No. 1008871 which do not exceed 25% of the total amount of the Grant Agreement, subject to review and approval by County Counsel and notification of Board offices.
3. Delegate authority to the Director of Health Services, or his designee, to accept and sign grant agreements for subsequent fiscal years (up to three years) from PHI to continue providing funding to the County's Nutrition Program, consistent with California Project LEAN's goals, in an amount up to \$40,000, and any amendments to the grant agreements which do not exceed 25% of the total amount of each individual FY's base award, subject to review and approval by County Counsel and notification of Board offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

Approval of the recommended actions will allow the County's Nutrition Program to continue support of the Los Angeles Region of California Project LEAN to increase leadership and involvement among youth and adults, to improve youth nutrition and physical activity, and to integrate existing program materials into low-income communities in order to sustain these programs and projects. California Project LEAN's and Nutrition Program goals are primarily target population low-income high school students (from food stamp eligible families); the secondary target population includes families, school staff, community leaders and policymakers.

FISCAL IMPACT/FINANCING:

The total program cost for the period of July 1, 2004 through June 30, 2005 is \$40,000, 100% offset by PHI Grant Agreement No. 1008871 (\$18,000 in funds provided by the Prevention Block Grant, \$7,000 from USDA Network, \$8,000 from The California Endowment, and \$7,000 from California Department of Education). Funding was included in the FY 2004-05 Adopted Budget and there is no net County cost associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On August 20, 2002, the Board approved the first grant award from PHI in the amount of \$18,250 to support the California Project LEAN Los Angeles Region, effective July 1, 2002 through June 30, 2004.

Grant Agreement No. 1008871 will continue funding of County Nutrition Program's activities consistent with California Project LEAN's goals. This agreement is a grant awarded to PHI under prime contracts No. 02-25018 by the California Department of Health Services and grant No. 20023072 by the California Endowment.

County Counsel has approved the Grant Agreement, Exhibit I, as to form.

Attachments A provides additional information.

CONTRACTING PROCESS:

Not applicable.

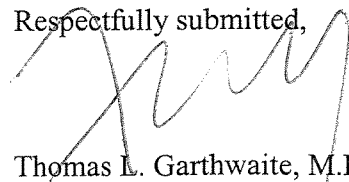
IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the Grant Agreement from PHI will ensure funding to continue support of the County's Nutrition Program, consistent with California Project LEAN, for the period July 1, 2004 through June 30, 2005.

The Honorable Board of Supervisors
October 7, 2004
Page 3

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:jr

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLETCD2369.JR.wpd

**FISCAL YEAR 2004-05 CALIFORNIA DEPARTMENT OF HEALTH SERVICES
CALIFORNIA PROJECT LEAN ACTIVITIES**

1. TYPE OF SERVICE:

Provision of nutrition education outreach and conducting activities geared to a target population of low income high school students from food stamp eligible families consistent with California Project LEAN's goals.

2. AGENCY ADDRESS AND CONTACT PERSON:

Public Health Institute
915 L Street, PMB-C 402
Sacramento, California 95814
Facsimile (Fax): (916)449-5598
Telephone: (916) 779-0133
Attention: Nancy Rosas, Administrative Assistant

3. TERM OF AGREEMENT:

July 1, 2004 through June 30, 2005.

4. FINANCIAL INFORMATION:

The total program cost for the period of July 1, 2004 through June 30, 2005 is \$40,000, 100% offset by PHI Grant Agreement No. 1008871 (\$18,000 in funds provided by the Prevention Block Grant, \$7,000 from USDA Network, \$8,000 from The California Endowment, and \$7,000 from California Department of Education). Funding was included in the FY 2004-05 Adopted Budget and there is no net County cost associated with this action.

5. GEOGRAPHIC AREA TO BE SERVED:

Countywide.

6. ACCOUNTABLE FOR PROGRAM EVALUATION:

Johanna Asarian-Anderson, M.P.H., Public Health.

7. APPROVALS:

Public Health:	Jonathan E. Fielding, M.D., M.P.H., Director of Public Health and Health Officer
----------------	----------------------------------------------------------------------------------------

Contract Administration:	Irene E. Riley, Director
--------------------------	--------------------------

County Counsel (approval as to use):	Robert E. Ragland, Senior Deputy
--------------------------------------	----------------------------------

Grant No. 1008871

GRANT AGREEMENT
BETWEEN
PUBLIC HEALTH INSTITUTE
AND
COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES

The PUBLIC HEALTH INSTITUTE, 555 12TH Street, Tenth Floor, Oakland, CA 94607-4046, (510) 285-5500, Fax (510) 285-5501, hereinafter PHI, and COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES, 313 N. Figueroa Street, Room 912, Los Angeles, CA 90012, (213) 351-7889, Fax (213) 351-2793, Tax ID #95-000927 hereinafter GRANTEE, agree as follows effective July 1, 2004.

RECITALS: This agreement is a grant under prime contract no. 02-25018 awarded to PHI by the California Department of Health Services (CDHS) and grant no. 20023072 by The California Endowment.

PURPOSE OF GRANT: GRANTEE agrees to use the funds provided by this grant exclusively for the purpose of providing nutrition education outreach and conducting nutrition activities geared to a target population of low income high school students from food stamp eligible families consistent with California Project LEAN's vision, mission, and goals as described in Exhibit A (Scope of Work), a copy of which is attached and made a part of this agreement.

TERM: The term of this grant shall be from July 1, 2004 through June 30, 2005.

GRANT AWARD AMOUNT: \$40,000.00

PAYMENT: PHI shall reimburse SUBCONTRACTOR not more frequently than quarterly, in arrears, upon completion of deliverables and receipt of SUBCONTRACTOR's invoice(s) and approval by PHI representative Peggy Agron, for allowable costs incurred in accordance with Exhibit B (Budget), a copy of which is attached and made a part hereof by reference. Separate invoices must be submitted for each funding stream allocated in Exhibit B. The maximum amount payable shall not exceed \$40,000.00.

PROGRESS AND FISCAL REPORTING: GRANTEE shall submit Final Progress and Fiscal Reports on or before July 30, 2005.

AUDIT: GRANTEE agrees to maintain and preserve for three years following the end of the grant period, and to permit PHI or any of its duly authorized representatives to have access to and examine and audit, any pertinent books, documents, papers, and records of GRANTEE.

INTELLECTUAL PROPERTY RIGHTS (applies to Prevention Block Grant, USDA Network, Bone Health and California Department of Education funding):

A. Ownership

(1) In accordance with the terms and conditions contained in PHI's prime agreement with the California Department of Health Services ("DHS") under which this Grant Agreement is authorized and funded, GRANTEE understands and agrees that DHS shall be and remain, without additional compensation, the sole owner of any and all rights, title, and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by GRANTEE or PHI which result directly or indirectly from this agreement.

(2) For purposes of this agreement, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued), copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask work, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country, or jurisdiction.

a. For purposes of the definitions of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) GRANTEE further agrees to assist and cooperate with PHI in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHS's Intellectual Property rights and interests.

B. Retained Rights/License

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by GRANTEE or PHI and which result directly or indirectly from this agreement, GRANTEE shall retain title to all of its Intellectual Property to the

extent such Intellectual Property is in existence prior to the effective date of this agreement. GRANTEE hereby grants to PHI without additional compensation, a permanent, nonexclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, nonterminable license to use, reproduce, manufacture, sell, offer to sell, import, modify, publicly and privately display/perform, distribute, and dispose GRANTEE's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property from this agreement, unless GRANTEE assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent GRANTEE from using any ideas, concepts, know-how, methodology or techniques related to its performance under this agreement, provided that GRANTEE's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of PHI or third party, or result in a breach or default of any provisions of this clause or result in a breach of any provisions of law relating to confidentiality.

C. Copyright

(1) GRANTEE agrees that for purposes of copyright law, all works (as defined in Section A subparagraph (2)a of this provision) of authorship made by or on behalf of GRANTEE in connection with GRANTEE's performance of this agreement shall be deemed "works made for hire." GRANTEE further agrees that the work of each person utilized by GRANTEE in connection with the performance of this agreement will be a "work made for hire," whether that person is an employee of GRANTEE or that person has entered into an agreement with GRANTEE to perform the work. GRANTEE shall enter into a written agreement with any such person that (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, titled, and interest to DHS to any work product made, conceived, derived from, or reduced to practiced by GRANTEE or PHI and which result directly or indirectly from this agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by GRANTEE and which result directly or indirectly from this agreement, shall include DHS' notice of copyright, which shall read in 3mm or larger typeface: "© 2001, State of California, Department of Health Services. This material may not be reproduced or disseminated without prior written permission from the Department of Health Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

D. Limited License: Notwithstanding anything to the contrary contained herein, permission is hereby granted to GRANTEE to use, reproduce, distribute and modify intellectual property made, conceived, derived from, or reduced to practice by GRANTEE which is included in the definition of Intellectual Property under Section A subparagraph (2) of this provision, provided that said permission is only granted if and to the extent that it is reasonably necessary for GRANTEE to use, reproduce, distribute or modify said Intellectual Property to fulfill its contractual obligations under this agreement. GRANTEE may grant the same permission to its subcontractors.

PUBLIC REPORTING: The GRANTEE shall comply with the following requirements:

- A. GRANTEE must submit any news release related to this contract to PHI for review prior to its release.
- B. GRANTEE shall ensure that the California Department of Health Services (CDHS), and the U.S. Department of Agriculture (USDA) are clearly identified as a sponsor or support organization on all published material relating to this contract.
- C. When producing audio and/or visual materials, not previously developed, the GRANTEE will acknowledge CDHS and USDA support in the following manner:

English

"A message from the California Department of Health Services funded by the U.S. Department of Agriculture."

Spanish

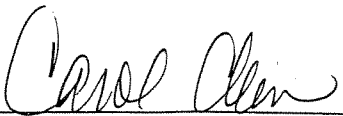
"Un mensaje del Departamento de Servicios de Salud de California auspiciado por el Departamento de Agricultura de Los Estados Unidos."

- D. The CDHS's and USDA's name shall be placed prominently on all other products generated by the GRANTEE as a result of the contract, with appropriate credit given for funding.
- E. Requirements for The California Endowment funding:
 - 1. In all public statements concerning TCE, including but not limited to press releases, annual reports, or other announcements, GRANTEE shall refer to TCE by its full name, The California Endowment.
 - 2. Whenever possible, research sponsored under a grant and published independently or in a journal should include an acknowledgement of TCE's support; however, prior approval of this wording is not necessary. Any published research or report that advocates a point of view should include a disclaimer. We suggest, "The opinions expressed in this report are those of the author(s) and do not necessarily reflect the views of The California Endowment."

3. TCE's name shall be placed on the cover of all other products generated by GRANTEE as a result of the grant, with credit given for funding.
4. GRANTEE will notify PHI of any press conferences or media events in which TCE's name will be advertised as the funder.

ENTIRE AGREEMENT: This agreement contains all of the agreements, representations, and understandings of the parties hereto and supersedes and replaces any and all previous understandings, commitments, or agreements, oral or written.

FOR PHI:



Signature

Carol Clem
Senior Grants & Contracts Specialist

Name/Title

8/18/2004

Date

FOR GRANTEE:

Signature

Name/Title

Date

County of Los Angeles Department of Health Services
(Insert Contract Number)

California Project LEAN
Regional Scope of Work
July 1, 2004 – June 30, 2005

Goal I: The Los Angeles Region of California Project LEAN will increase leadership and involvement among youth and adults to improve youth nutrition and physical activity environments.

OBJECTIVES/ KEY ACTIVITIES	RESPONSIBLE PARTY	TIMELINE	TRACKING MEASURES/ OUTCOME MEASURES
I. Continue to build and expand partnerships with diabetes, obesity, and physical activity coalitions/leaders in the region.			
A. Identify at least 3 new partners.	Shirley Thornton	On-going	List of new partners.
B. Share <i>Food on the Run and the School Board Nutrition Policy Project</i> expertise and resources.	Shirley Thornton	On-going	Activity reports
C. Participate on coalition and partnerships, as time permits.	Shirley Thornton	On-going	Activity reports
D. Explore collaboration opportunities.	Shirley Thornton	On-going	Activity reports

II. Continue to work with partners and youth to implement at least one nutrition and/or physical activity policy in at least one low-income school district, after school program, or youth service organization. School-based work should be an outgrowth of the region's previous school assessment work.			
A. List policy(ies) being implemented: TBD	Shirley Thornton	On-going	List of school districts/organizations.
B. List name of school district(s) or organization(s) with which you are working: Compton USD	Shirley Thornton	On-going	Activity reports
C. Involve at least 10 youth in the implementation of nutrition and physical activity advocacy activities.	Administrative Intern	On-going	Activity reports
D. Provide at least one training/orientation for youth on preparing to become advocates, or other topic of interest.	Shirley Thornton, Student Professional Worker	On-going	Activity reports
E. Document steps, partners, education materials, and outcomes associated with implementing the policy.	Shirley Thornton	On-going	Activity reports

III. Provide technical assistance to school districts and community members interested in addressing nutrition/physical activity issues.			
A. Utilize face-to-face meetings, phone calls, workshops, and/or emails to provide technical assistance. Topics may include:	Shirley Thornton	On-going	Activity reports

<ul style="list-style-type: none"> • Nutrition and physical activity issues facing children • Understanding and using nutrient standards • Use of the <i>Healthy Food Policy Resource Guide</i> • Use of the <i>School Health Index</i> and <i>Changing the Scene</i> • Soda contracts • Youth advocacy • Marketing healthy food & physical activity to youth • Policy development • Healthy fundraising strategies • Building community partnerships • Local and statewide policy initiatives 			
B. Market the <i>Bright Ideas</i> feature of CPL's website as a resource for "best practices" for implementing environmental change and policies in schools.	Shirley Thornton	On-going	Activity reports
1. Distribute access and use information to partners via email and/or training.		On-going	Activity reports
2. Submit your own and/or encourage/facilitate submission from partners of a <i>Bright Idea</i> to website.		On-going	Activity reports

IV. Assist community members and partners to advocate for healthier school environments.			
A. Utilize <i>Taking the Fizz Out of Soda Contracts: A Guide to Community Action</i> and other CPL materials as needed to educate partners on nutrition issues facing the community.	Administrative Intern	On-going	Activity reports
B. Identify community organizations and partners that can assist with policy development and implementation related to the identified nutrition/physical activity issue(s).	Shirley Thornton	On-going	Activity reports
C. Educate local policy makers and opinion leaders about nutrition and PA policy solutions.	Shirley Thornton	On-going	Activity reports

Goal 2: The Los Angeles Region of California Project LEAN will integrate existing CPL program materials into low-income communities (at least 50 percent of target audience is food-stamp eligible or are households living at no higher than 185 percent of the Federal Poverty level) in order to sustain these programs and projects.

OBJECTIVES/ KEY ACTIVITIES	RESPONSIBLE PARTY	TIMELINE	TRACKING MEASURES/ OUTCOME MEASURES
I. Continue to promote and distribute CPL program materials and identify partners to help sustain these CPL programs and projects.			
A. Assess/survey local organizations (including Network-funded LIAs) in your region to determine what partners to work with and which CPL materials to distribute. Program materials include but are not limited to: (1) <i>Strong Bones, Healthy Family</i> curriculum (2) <i>Healthy Food Policy Resource Guide</i> (3) <i>Playing the Policy Game</i> (in English and Spanish)	Student Professional Worker	July-September 2004	Documentation of assessments on file.
B. Update action plan from 2003-04 to identify at least two new local agencies to train on use of CPL materials.	Shirley Thornton	July-September 2004	Updated action plan.
C. Distribute materials accordingly.	Shirley Thornton	July-September 2004	Documentation of distribution on file/activity report.

II. Follow-up with agencies regarding implementation of CPL materials identified in updated 2004 Action Plan for integrating CPL program materials into regional low-income communities.			
A. Provide technical assistance and training to local agencies utilizing CPL materials.	Nutritionist II	October 2004-June 2005	Log of technical assistance provided
B. Evaluate the results of training for integrating CPL program materials.	Nutritionist II	October 2004-June 2005	Summary of Results (included in Year-end Progress Report) received by the State
1. Collect process data on how materials were integrated by local agencies and summarize findings in an evaluation report.		October 2004-June 2005	
2. Submit report of results to the state.		June 2005	

Goal 3: Support state efforts and maintain communication with the state.

OBJECTIVES/ KEY ACTIVITIES	RESPONSIBLE PARTY	TIMELINE	TRACKING MEASURES/ OUTCOME MEASURES
A. Serve as a media resource as necessary.	Shirley Thornton	On-going	
B. Provide feedback on state developed materials when requested.	Shirley Thornton	On-going	Copies of materials
C. Seek approval from the state on any program materials developed by your region and share those materials with other CPL regions.	Shirley Thornton	On-going	Copies of materials
D. Participate in CPL meetings and conference calls.	Shirley Thornton	On-going	Meeting agendas, list of attendees
E. Submit Mid-year Progress Report to the state.	Shirley Thornton	January 31, 2005	Report received by the state
F. Submit Year-end Progress Report to the state.	Shirley Thornton	July 30, 2005	Report received by the state

LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES
California Project LEAN
LOS ANGELES
BUDGET

July 1, 2004 through June 30, 2005

	Prevention Block Grant 7/1/04-6/30/05	USDA Network 7/1/04-9/30/04	The California Endowment 7/1/04-2/28/05	CA Dept of Education 7/1/04-3/30/05	Bone Health 10/1/04-6/30/05	TOTAL
A. PERSONNEL COSTS	\$ 14,159	\$ 3,981	\$ 4,389	\$ 4,954	\$ -	\$ 27,483
B. FRINGE BENEFITS (1)	764	994	306	382	-	\$ 2,446
C. OPERATING EXPENSE	885	1,527	2,836	1,130	-	\$ 6,378
D. EQUIPMENT	-	-	-	-	-	\$ -
E. TRAVEL AND PER DIEM	700	-	-	-	-	\$ 700
F. SUBCONTRACTS	-	-	-	-	-	\$ -
G. OTHER COSTS	-	-	-	-	-	\$ -
H. INDIRECT COSTS (2)	1,492	498	469	534	-	\$ 2,993
TOTAL	\$ 18,000	\$ 7,000	\$ 8,000	\$ 7,000	\$ -	\$ 40,000

40% of
Personnel
Costs

10% of Personnel
Costs

Note: (1) Total Personnel Cost includes 3 part-time and 1 full-time positions. Fringe Benefits (40% of Personnel Cost) only applies to permanent position.
(2) Indirect Cost applies to Total S&B.